

CONTINGENCY AGREEMENT

I, Terri Pechner-James, hereby retain James S. Dilday, Esq. and Carlton J. Dasent, Esq. of 27 School Street, Suite 400, Boston, Massachusetts to perform the legal services mentioned in paragraph (1) below. The attorneys agree to perform them faithfully and with due diligence.

1. The claim controversy, and other matters with reference to which the services are to be performed are: Disability Retirement, Hostile Work Environment/Sexual Harassment, Constructive Discharge, Disparate Treatment Based on Sex and Infliction of Emotional Distress.
2. The contingency upon which compensation is to be paid is the settlement of these matters prior to trial or an award in favor of the Client after a trial or hearing. Services on the Disability Retirement matter shall be performed on an hourly basis; the hourly rate shall be \$200 dollars per hour up to a maximum of \$15,000. The contingency upon which compensation for the other matters enumerated in paragraph (1) is to be paid is the settlement of these matters prior to trial or an award in favor of the Client after trial or hearing. Upon settlement or an award of money damages, the attorneys shall be entitled to one-third of the total award.
3. The Client is not to be liable to pay compensation otherwise from amounts collected for him/her by the Attorneys, except as follows: The Client agrees to assume and pay for all out-of-pocket disbursements, incurred in connection with this matter (e.g. filing fees, deposition expenses, expert fees, and other incidental expenses) and the attorneys agree to obtain the Client's prior approval before incurring any disbursement in excess of \$100.00.
4. Reasonable compensation on the foregoing contingency is to be paid by the Client to James S. Dilday, Esq. and Carlton J. Dasent, Esq. but such compensation is not to exceed one-third (1/3) of the gross amount collected.
5. The Client hereby grants the attorneys, a Power of Attorney for the limited purpose of endorsing checks that may be received by the attorneys on the client's behalf, as compensation in final settlement of the Client's claims so that such funds may be deposited in either attorney's Client Fund Account on the client's behalf.

6. If the attorney(s) are discharged by the client prior to the conclusion of this representation, the attorney(s) shall be entitled to be compensated for their reasonable expenses and disbursements. Further, the attorney(s) are to be compensated for the fair value of the services rendered to the Client up to the time of the discharge, but the amount of the fee shall not be due them until the subject matter litigation is concluded.

This Agreement and its performance are subject to Rule 3.05 of the Supreme Judicial Court of Massachusetts.

I/WE HAVE READ THIS AGREEMENT BEFORE SIGNING IT.

Date: 10/15/23

Client: Terri Pechner-James

James S. Dilday, Esq.


Carlton J. Dasent, Esq.